



**SURF CITY TOWN COUNCIL REGULAR MEETING**  
**Tuesday, February 5, 2019**  
**Surf City Town Hall – 201 Community Center Drive**

- I. CALL TO ORDER – Douglas C. Medlin, Mayor
- II. INVOCATION – William J. (Buddy) Fowler, Mayor Pro-Tem
- III. PLEDGE OF ALLEGIANCE - Donald R. Helms, Councilman

IV. MAYOR'S REMARKS –

*We ask that all in attendance please set your cell phones to silent or vibrate mode. The Council offers the public an opportunities to speak during the meeting. Comments should be limited to three minutes each and must be directly issue-oriented with agenda items for this meeting, or an issue upon which the Council has control.*

*Citizen speakers will be acknowledged in the order in which they sign up to speak and will address all comments to the Board as a whole and not one individual Council member. Speakers will address the Council from the speaker's podium at the front of the room and will begin their remarks by stating their name and address. Discussions between Speakers and members of the audience will not be allowed. Public comment is not intended to require the Council to answer any impromptu questions. Speakers are expected to be civil in their language and presentation. Any comments where the primary purpose is to promote business or candidacy shall not be allowed.*

*In accordance with the Council's adopted Rules of Procedures, Councilmembers shall reserve responses, if any, for the Council Forum on the agenda.*

V. ADOPTION OF THE AGENDA -

**Mayor:** With no other items being considered separately, a motion to adopt the Meeting Agenda is in order.

VI. APPROVAL OF THE CONSENT AGENDA –

- 1. Approval of the Meeting Minutes- January 18, 2019
- 2. Resolution No. 2019-06 Opposing Insurance Rate Increase
- 3. NC Records Retention Schedule Update
- 4. Site Plan Preliminary Approval - Seahorse Estates
- 5. Resolution 2019 – 07 Surplus Property
- 6. Advisory Board Appointments – Planning Board & Board of Adjustment Chair

*\*Items under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Council.*

**Specific Action Requested:** It is requested that the Town Council approve the consent agenda as presented.

VIII. GENERAL ITEMS-

7. Resolution on Directing the Clerk to investigate a petition for contiguous volunteer annexation and set a public hearing – 7.783 +/- Hwy 17 & Hwy 210

**Specific Action Requested:** It is requested that the Town Council adopt the resolution directing the clerk to investigate the petition for contiguous annexation, adopt the resolution setting the public hearing for March 5<sup>th</sup> at 6:30pm.; and send the property to the Planning Board for zoning recommendation.

8. Resolution 2019-01 – Municipal Solid Waste & Household Recycling Contract

**Specific Action Requested:** It is requested that the Town Council approve contact as presented.

IX. PUBLIC HEARING –

9. Zoning Text Amendment – Section 5.18 Unbuildable Lots

*Open Public Hearing*

*Public Comment Period*

*Close Public Hearing*

**Specific Action Requested:** It is requested that the Town Council make a motion to approve the zoning text amendment as presented.

- X. PUBLIC COMMENT – Citizens have an opportunity to address the Council for no more than three minutes per speaker on topics which concern agenda items of this meeting.

XI. COUNCIL FORUM

XII. MANAGER’S REPORT

XIII. TOWN ATTORNEY REPORTS

XIV. ADJOURNMENT



# SURF CITY

NORTH CAROLINA

RESOLUTION No. 2019-06

## **RESOLUTION OPPOSING RATE INCREASE BY THE NORTH CAROLINA DEPARTMENT OF INSURANCE**

WHEREAS, on December 21, 2018 the North Carolina Rate Bureau filed a *rate increase request* with the North Carolina Department of Insurance; and

WHEREAS, the filing shows a statewide rate level increase on average of 17.4%; and

WHEREAS, pursuant to NCGS58-36-10(1), rates or loss costs shall not be excessive, inadequate or unfairly discriminatory; and

WHEREAS, State law mandates that the North Carolina Department of Insurance receive public comments prior to adopting increases.

NOW, THEREFORE BE IT RESOLVED that the Town of Surf City Town Council encourages property owners affected by this filing to:

1. Submit written comments to the N.C. Department of Insurance, Attn. Tricia Ford, Legal Division, 1201 Mail Service Center, Raleigh, N.C. 27699-1201;
2. Email concerns to 2018Homeowners@ncdoi.gov by February 26, 2019; or
3. Comment in person during a public forum from 10 a.m. to 4:30 p.m. on March 26, 2019, in the Second Floor Hearing Room at the Albemarle Building, 325 N. Salisbury St., Raleigh.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Town of Surf City Town Council opposes the rate increase requested by the Rate Bureau. The Town of Surf City Town Council fully supports the Commissioner of Insurance in his public efforts to encourage the North Carolina Rate Bureau to withdraw the rate filing immediately.

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Douglas C. Medlin, Mayor

Attest: \_\_\_\_\_  
Stephanie Edwards Hobbs, Town Clerk

## **NC Records Retention Schedule**

In 2012 the NC Cultural Resources Department updated the NC Records Retention and Disposition Schedule, which was approved by the Town of Surf City. As of October 2016, there was an amendment to the retention schedule. This is an update to the already standing records retention and disposition schedule.

## **Municipal Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

### **STANDARD 6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS**

Amending Item 3, 911 Recordings as shown on substitute page 41 and Item 18 Emergency Notifications as shown on substitute page 43.

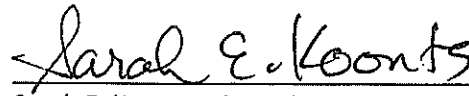
### **STANDARD 9. LAW ENFORCEMENT RECORDS**

Amending Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

### **APPROVAL RECOMMENDED**

\_\_\_\_\_  
City/Town Clerk

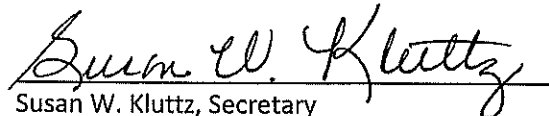
\_\_\_\_\_  
Chief Administrative Officer/  
City Manager



Sarah E. Koonts, Director  
Division of Archives and Records

### **APPROVED**

\_\_\_\_\_  
Mayor



Susan W. Kluttz, Secretary  
Department of Natural and Cultural Resources

Municipality: \_\_\_\_\_

October 1, 2016

**STANDARD-6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS**

Official records explaining the authority, operating philosophy, proposed methods, and primary functions of municipal emergency services programs and municipal fire departments.

STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>911 COMMUNICATION RECORDS</b> Printouts of 911 calls received and computer-aided dispatch (CAD) reports. Reports may list time and date of call, contents of call, location of call, name of unit dispatched and other related information.	Destroy in office after 3 years, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.
2.	<b>911 FILE</b> Information regarding the implementation, training, and operations of the 911 system.	Destroy in office after 5 years.	
3.	<b>911 RECORDINGS</b> Tapes, digital recordings, and text messages generated by 911 calls	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i).
4.	<b>ACCIDENT FILE</b> Records concerning personnel and municipally owned property damage.	Destroy in office 3 years after resolution.*	
5.	<b>ACTIVITY REPORTS</b> Reports on an individual, shift, project and other basis submitted on a daily, weekly, or other basis.	Destroy in office after 3 years.	

\*See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	CONSOLIDATED MONTHLY REPORTS	Destroy in office after 5 years.	
14.	DAILY LOG Log, journal, blotter or similar record showing activities of a fire department or emergency services.	Destroy in office after 1 year.	
15.	DISASTER AND EMERGENCY MANAGEMENT PLANS Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes but not limited to official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans.  See also <u>COMPREHENSIVE PLAN</u> item 19, page 4.	<p>a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p> <p>b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete.</p> <p>c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.</p>	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
16.	DISPATCH FILE Records relating to fire dispatch zones. May include maps of fire dispatch zones, census tract information, annexation research, street closings, and other related material.	Destroy in office when superseded or obsolete.	
17.	DISPATCH RECORDINGS Recordings made of activities during an emergency services dispatch.	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i), and GS§132-1.5.
18.	EMERGENCY NOTIFICATIONS Records of emergency notifications. Includes automatic identification information, such as the name, address, and telephone numbers of telephone subscribers, or the e-mail addresses of subscribers to an electronic emergency notification or reverse 911 system.	Destroy in office when superseded or obsolete.	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.

\*See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

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STANDARD-9: LAW ENFORCEMENT RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
134.	<b>WORK RELEASE EARNINGS REPORTS</b> Inmates' work release earnings reports submitted either to the N.C. Department of Corrections or the Clerk of Superior Court.	Destroy in office after 3 years.*	G.S. §148-32.1
135.	<b>WRECKER SERVICE RECORDS</b> Records concerning wrecker requests or calls. May include lists of wrecker company's towing and storage rates, rotation lists, notification records when vehicles are towed from private property, and other related records.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> item 17, page 64; or <b>CASE HISTORY FILE: MISDEMEANORS</b> item 18, page 64.	
136.	<b>LAW ENFORCEMENT AUDIO AND VIDEO RECORDINGS</b> Tapes and digital recordings generated by mobile and fixed audio and video recording devices.  Does not include <b>ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE)</b> item 44, page 71.  See also <b>MOBILE UNIT VIDEO TAPES</b> item 81, page 80.	a) Destroy in office after 30 days if not made part of a case file.* b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> item 17, page 64; or <b>CASE HISTORY FILE: MISDEMEANORS</b> item 18, page 64.	Comply with applicable provisions of G.S. § 132-1.4A

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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## Municipal Records Retention Schedule Amendment

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

### STANDARD 9. LAW ENFORCEMENT RECORDS

~~Adding Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.~~

Superseded  
October 1, 2016


### STANDARD 12. PERSONNEL RECORDS

Amending Item 19, Employee Eligibility Records, as shown on substitute page 105.

### APPROVAL RECOMMENDED

\_\_\_\_\_  
City/Town Clerk

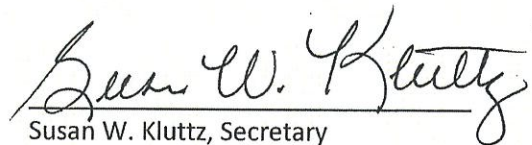
\_\_\_\_\_  
Chief Administrative Officer/  
City Manager



Sarah E. Koonts, Director  
Division of Archives and Records

### APPROVED

\_\_\_\_\_  
Mayor



Susan W. Kluttz, Secretary  
Department of Cultural Resources

January 5, 2015

STANDARD-12. PERSONNEL RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<b>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS</b> Includes records requesting tuition assistance, repayments, and other related records.  See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	<b>EMPLOYEE ELIGIBILITY RECORDS</b> Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.	Mandatory retention throughout the duration of an individual's employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later.	8 USC 1324a(b)(3)
20.	<b>EMPLOYEE EXIT INTERVIEW RECORDS</b>  See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.	Destroy in office after 1 year.	
21.	<b>EMPLOYEE HEALTH CERTIFICATES</b> Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.  b) Destroy in office all other records 2 years after resolution of all actions.	

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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**Municipal  
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

**STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS**

Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 29.

**STANDARD 12. PERSONNEL RECORDS**

Adding item 1-A Accreditation Records as shown on substitute page 101.

~~Amending item 19 Employee Eligibility Records as shown on substitute page 105.~~

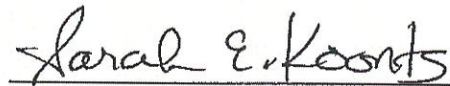
Amending items 36 Family Medical Leave Act (FMLA) Records, 42 Leave File, and 43 Leave Without Pay File as shown on substitute pages 110-111.

**Superseded  
January 5, 2015**

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
City/Town Clerk

\_\_\_\_\_  
Chief Administrative Officer/  
City Manager



Sarah E. Koonts, Director  
Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Mayor



Susan W. Kluttz, Secretary  
Department of Cultural Resources

August 29, 2013

\_\_\_\_\_  
Municipality

STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	DAILY DETAIL REPORTS	Destroy in office after 1 year.*	
28.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
29.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
30.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
31.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
32.	ESCHEAT AND UNCLAIMED PROPERTY FILE	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.
33.	EXPENDITURE REPORTS	Destroy in office after 3 years.*	
34.	FACILITY SERVICE AND MAINTENANCE AGREEMENTS See also GRANTS: FINANCIAL item 36, page 30.	a) Destroy in office depreciation schedules 3 years after asset is fully depreciated or disposed. b) Destroy in office remaining records after 3 years.*	

\*See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

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STANDARD-12. PERSONNEL RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABOLISHED POSITION FILE	Destroy in office when administrative value ends. † Agency Policy: Destroy in office after _____	
1-A.	ACCREDITATION RECORDS Records concerning compliance with those standards outlined by professional accreditation programs.	Destroy in office 1 year after accreditation is obtained, renewed, or no longer valid.*	
2.	ADDRESS FILE	Destroy in office when superseded or obsolete.	
3.	ADS AND NOTICES OF OVERTIME, PROMOTION, AND TRAINING OPPORTUNITIES	Destroy in office 1 year from date record was made.	29 CFR 1627.3
4.	AFFIRMATIVE ACTION FILE	a) Destroy in office all reports, analyses, and statistical data after 5 years. b) Destroy in office affirmative action plans 5 years from date superseded.	29 CFR 30.8(b)(e) 29 CFR 1608.4
5.	APPRENTICESHIP PROGRAM RECORDS	Destroy in office 5 years from the date of enrollment.	29 CFR 30.8(e)
6.	APTITUDE AND SKILLS TESTING RECORDS Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. May include civil service examinations. See also <u>EMPLOYMENT SELECTION RECORDS</u> item 32, page 109.	a) Destroy in office applicant and employee test papers 2 years from date record was created. b) Destroy in office validation studies and copies of tests 2 years after no longer in use. c) Destroy in office records relating to the planning and administration of tests in office after 2 years.	29 CFR 1602.31 29 CFR 1602.40 29 CFR 1602.49

\*See *AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS*, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

STANDARD-12. PERSONNEL RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	<b>EQUAL PAY RECORDS</b> Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.	Destroy in office after 2 years.	29 CFR 1620.32
36.	<b>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</b> Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA and other related records.	Item discontinued. See LEAVE FILE, item 42, page 111.	
37.	<b>FRINGE BENEFITS FILE</b>	Destroy in office when administrative value ends. <sup>†</sup> Agency Policy: Destroy in office after _____	
38.	<b>GRIEVANCE FILE</b> Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email.  See also <b>DISCIPLINARY FILE</b> item 11, page 102 and <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.	Destroy in office after 2 years.	
39.	<b>HEALTH INSURANCE FILE</b> Completed claim forms and other records concerning employees covered by health plans.	Destroy in office after 2 years.*	
40.	<b>INCREMENTS FILE</b>	Destroy in office when released from all audits.	
41.	<b>INTERNSHIP PROGRAM FILE</b> Records concerning interns and students.	Destroy in office after 3 years.	

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

<sup>†</sup> See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

STANDARD-12. PERSONNEL RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<b>LEAVE FILE</b> Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.	Destroy in office 3 years after return of employee or termination of employment.*	29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)
43.	<b>LEAVE WITHOUT PAY FILE</b>	Item discontinued. See <b>LEAVE FILE</b> , item 42, page 111.	
44.	<b>LONGEVITY PAY REQUESTS</b>	Destroy in office when released from all audits.	
45.	<b>MERIT AND SENIORITY SYSTEM RECORDS</b>	a) Destroy in office employee-specific records after 3 years. b) Destroy in office system and plan records 1 year after no longer in effect.	29 CFR 1627.3
46.	<b>PERSONNEL ACTION NOTICES</b> Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change and leave.	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112. b) Destroy in office all remaining records 2 years from date record was created, received, or the personnel action involved.	

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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## Seahorse Estates Subdivision

### ACTION REQUESTED

Approval or disapproval of the preliminary plan for Seahorse Estates subdivision.

### BACKGROUND

Mr. Harry Cordts annexed a 4.18-acre parcel on October 19, 2018. Mr. Cordts wishes to subdivide the property into five lots. This parcel is in the R-15 zoning district. The town staff approved the sketch of the subdivided property and determined it to be designated as a major subdivision. Following this, each member of the Technical Review Committee (TRC) has signed off on the preliminary plan.

### RECOMMENDATION

The staff recommends that the Planning Board approve the preliminary plan of Seahorse Estates. The TRC has determined that the plans show compliance with the regulations set forth within the subdivision regulations (Appendix B) of the Surf City Zoning Ordinance.







# SURF CITY

## NORTH CAROLINA RESOLUTION No. 2019-07

### **A RESOLUTION AUTHORIZING THE SURPLUS SALE OF CERTAIN PROPERTY**

WHEREAS, the Town Council, of the Town of Surf City desires to dispose of certain surplus property of the Town;

THEREFORE, BE IT RESOLVED by the Town Council that:

1. The following described property is hereby declared to be surplus to the needs of the Town:
  - 2003 Ford Crown Vic. Vin# 2FAHP71W33X192200
  - Scotty Fireschool Trailer Vin# 1SSTU1NTXM11SS014
  - 1990 International Boom Truck Vin#1HTSDZZP1LH273295
2. The Town owned property described above is hereby declared to be surplus to the needs of the Town of Surf City.

WHEREAS, THEREFORE, BE IT RESOLVED, that the Town Manager is hereby authorized to dispose of the listed items by any means allowable to include offering for sale at public auction, donation to a non-profit organization, Internet or online, upset bid, or destruction. The Town will utilize the services of GovDeals.com an internet or online auction service to sell the items listed above. Notice of Public online auction will be advertised as required by statue. The Town Manager shall have the right to add to or delete from properties to be sold aforesaid. The Town Manger shall report the results of the surplus property auction and/or private sale.

Adopted this 5<sup>th</sup> day of February 2019.

ATTEST:

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Douglas C. Medlin, Mayor

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Stephanie Edwards Hobbs, Town Clerk

## **Advisory Board Appointments**

### **Planning Board:**

Due to the passing of longstanding member Carl Johnson there is one seat open. It is recommended that Council appoint alternate Jimmy Campbell to the open seat; and appoint applicant David Ward to the seat of alternate.

### **Board of Adjustment:**

Chair of the Board of Adjustment, Tom Olds resigned his position on 1/25/19. Dan Rizzo applied for the Board of Adjustment. Mr. Rizzo has 47 years as an attorney. It is recommended that Council appoint Dan Rizzo as Chair to the Board of Adjustment.



CANDIDATE REQUEST FOR APPOINTMENT  
TO BOARDS AND COMMITTEES  
OF THE TOWN OF SURF CITY

Name of Board or Committee you are seeking appointment to:

Name: DAVID WARD

Home Address: 2830 HYDRANGEA PL

Tel: 910-343-2625

Business Address: 202 S. TOPSAIL DR

Tel: 322-3221

Marital Status: MARRIED

Name of Spouse: ROBIN

Do you live within the Corporate limits of Surf City? ☐ Yes ☒ No

How long have you been a resident in Surf City?  years

High School: NHHS

Date of Graduation: 1961

Type of Course (s):

College/University: NC STATE

Date of Graduation: 1967

Type of Course(s): B. OF ARCHITECTURE

Presently employed by: WARD REALTY CORP

Job Title: PRESIDENT

Duties Performed: ALL

Current membership in organizations and offices held:

TOPSAIL ISLAND SHORELINE PROTECTION COMMITTEE

Past organizational membership and offices held:





**CANDIDATE REQUEST FOR APPOINTMENT  
TO BOARDS AND COMMITTEES  
OF THE TOWN OF SURF CITY**

Name of Board or Committee you are seeking appointment to:

Name: Dan Rizzo

Home Address: 1011 S. Shore Dr. Tel: 910 524-0226

Business Address: 115 Triton Lane Tel: 910 329-1233

Marital Status: Married Name of Spouse: Judy

Do you live within the Corporate limits of Surf City? ☒ Yes ☐ No

How long have you been a resident in Surf City? 1 years

High School: Kaiserlautern American High School

Date of Graduation: 1965

Type of Course (s): \_\_\_\_\_

College/University: William & Mary - BA, UNC TD, Wake Forest - MBA

Date of Graduation: 1965 1972 1982

Type of Course(s): \_\_\_\_\_

Presently employed by: Self

Job Title: Attorney

Duties Performed: Real Estate

Current membership in organizations and offices held: Kiwanis as of Jan 2019

\_\_\_\_\_

Past organizational membership and offices held: Chairman of Board - Standard Bank & Trust

Chairman of Board of Chicora Country Club

Do you anticipate a conflict of interest by serving as a member of a Board of Committee?

No

If yes, explain

N/A

State reason why you feel qualified for this appointment(s).

47 years of Law Practice

Note:

This information will be use by the Town Council in making appointments to Boards and Committees and in the event you are appointed, it may be used as a news release to identify you to the community.

John P. Mayo  
Name

1-24-19  
Date

return form to: Town of Surf City, Town Clerk, PO Box 2475, Surf City, NC 28445  
or  
fax to 910-328-1746 or 910-328-4132



**RESOLUTION DIRECTING THE CLERK  
TO INVESTIGATE A PETITION FOR  
VOLUNTARY CONTIGUOUS ANNEXATION  
AND SET A PUBLIC HEARING DATE FOR  
February 5, 2019**

**Action Requested**

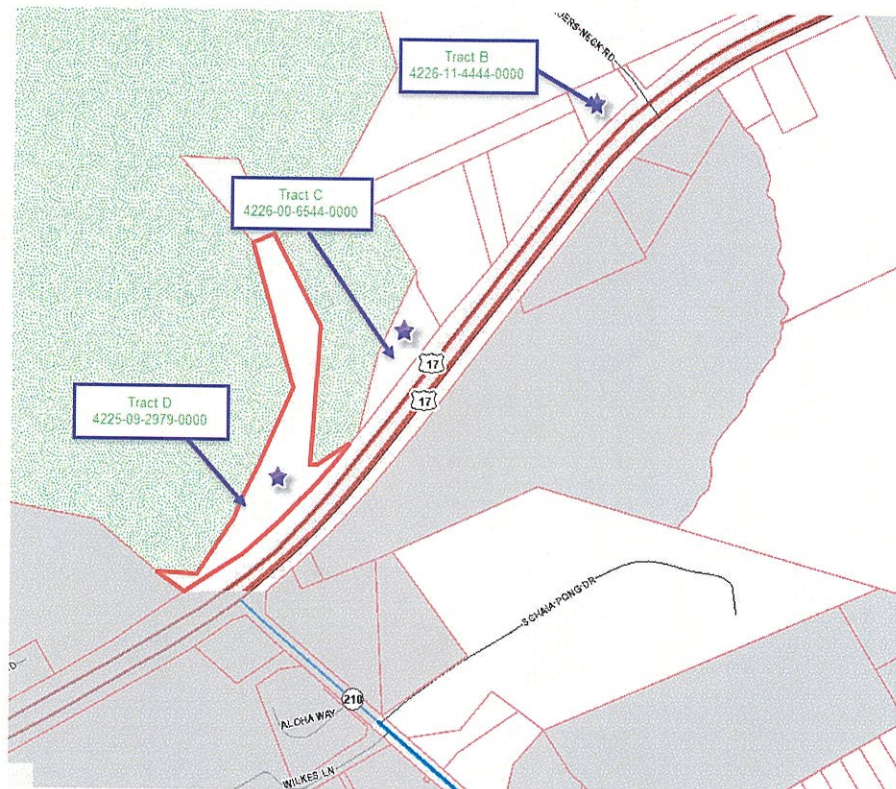
Adopt the resolution directing the clerk to investigate the petition for volunteer annexation submitted by Warren & Marsha Spiller, and Rex Sidbury setting the date of public hearing on the question of annexation and proposed zoning for March 5, 2019 at 6:30 pm.

**Background**

A petition for 7.783 +/- acres contiguous annexation of property located on Hwy 17; north of the Hwy 17 & Hwy 210 intersection.

**Action Needed**

1. Adopt the resolution directing the clerk to investigate the petition for contiguous annexation.
2. Adopt the resolution setting the date of public hearing for March 5, 2019 at 6:30 pm.
3. Send property to the Planning Board for zoning recommendation.



Spiller/Sidbury Hwy17

\* Metes & Bounds  
 Rec. (1/3/19)



(B)

• 99 Acres

Date: November 27, 2018

To the Council of the Town of Surf City

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Surf City.
2. The area to be annexed is non-contiguous to the Town of Surf City and the boundaries of such territory are as follows:

Tax pin number: 4226-11-4444 Tax map number: 00330130

Property shown as "Tract B" per Attached  
 "Survey of Property for Richard A. Sidbury"  
 recorded in Pender County Register of  
 Deeds Map Book 33 Page 130.

Warren Spiller  
 Print name

Warren Spiller  
 Signature

Marsha Spiller  
 Print name

Marsha Spiller  
 Signature

Rex Sidbury  
 Print name

Rex B. Sidbury  
 Signature

Print name

Signature

\*Also needed is:

- 1) Written Metes and Bounds description
- 2) Boundary survey including a vicinity map, no larger than 8 1/2 x 14

Contact Name: Herry Nadeau

Phone Number: (910) 524-7184



Date: November 27, 2018

To the Council of the Town of Surf City

C

1.623

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Surf City.
2. The area to be annexed is non-contiguous to the Town of Surf City and the boundaries of such territory are as follows:

Tax pin number: 4226-00-6544 Tax map number: 00330130

Property shown as "Tract C" per Attached  
"Survey of Property for Richard A. Sidbury"  
Recorded in Pender County Register of Deeds  
Map Book 33 page 130 Deed 1318C 324

Warren Spiller

Print name

Warren Spiller

Signature

Marsha Spiller

Print name

Marsha Spiller

Signature

Rex Sidbury

Print name

Rex A. Sidbury

Signature

Print name

Signature

\*Also needed is:

- 1) Written Metes and Bounds description
- 2) Boundary survey including a vicinity map, no larger than 8 1/2 x 14

Contact Name: Henry NadeauPhone Number: (910) 524-7184



D  
5.17

Date: November 27, 2018

To the Council of the Town of Surf City

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2. below be annexed to the Town of Surf City.
2. The area to be annexed is non-contiguous to the Town of Surf City and the boundaries of such territory are as follows:

Tax pin number: 4225-09-2979 Tax map number: 00336130

Property Spawns "Tract D" per attached  
"Survey of Property For Richard A. Sidbury"  
Recorded in Pender County Register of Deeds  
Map Book 33 Page 130.

Walter Spiller  
 Print name

Walter Spiller  
 Signature

Marsha Spiller  
 Print name

Marsha Spiller  
 Signature

Rex Sidbury  
 Print name

Rex Sidbury  
 Signature

Print name

Signature

\*Also needed is:

- 1) Written Metes and Bounds description
- 2) Boundary survey including a vicinity map, no larger than 8 1/2 x 14

Contact Name: Henry Nadeau

Phone Number: (910) 524-7184



# SURF CITY

NORTH CAROLINA

RESOLUTION No. 2019-05

## **RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described herein said petition was received on January 3, 2019 by the Surf City Town Council; and

WHEREAS, the Town Council has by resolution directed the Surf City Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED, BY THE Town Council of Surf City, North Carolina that:

Section 1: A public hearing on the question of annexation of the area described herein will be held at Surf City Town Hall at 6:30pm on March 5, 2019.

Section 2: The area proposed for annexation is described as follows:

### Tract I:

#### Parcel (B)

Beginning at a new iron pipe on the most southeast corner of Tract B and the northeast margin of U.S. Highway 17, having a variable width right of way, deed book 717, page 7, the following two (2) courses. S 51°37'32" W a distance of 8.93' to an existing D.O.T. right of way marker; S 43°49'04" W a distance of 179.03' to a new iron pipe; Thence along the eastern boundary of Robert Morrison, deed book 473, page 182, N 29°48'59" W a distance of 213.15' to a new iron pipe; Thence along the southern boundary of Richard Yang, deed book 965, page 29, N 64°30'24" E a distance of 252.40' to a new iron pipe; Thence along the western side of the 45' easement, S 42°06'29" E a distance of 116.85' to a new iron pipe being the point of beginning. Having an area of 43,434 square feet or 0.997 acres more or less.

### Tract II:

#### Parcel (C)

Beginning at a new iron pipe on the most southeast corner of Tract B, map book 33, page 130, and the northeast margin of U.S. Highway 17, having a variable width right of way, deed book 717, page 7, the following three (3) courses; S 37°13'21" W a distance of 41.33' to an existing D.O.T. right of way marker; S 36°43'16" W a distance of 482.05' to an existing D.O.T. right of way marker; S 39°56'23" W a distance of 22.36' to a new iron pipe; Thence along the eastern boundary of North Carolina Wildlife Resources Commission, deed book 277, page 445, the following two (2) courses N 13°26'14" W a distance of 336.16' to an old iron pipe; N 20°37'14" W a distance of 382.80' to a new iron pipe; Thence along the western boundary of Parmalee McClammy Simmons, deed book 892, page 331, the following two (2) courses; S 04°29'16" E a

distance of 68.44' to a new iron pipe; S 31°11'06" E a distance of 211.07' to a new iron pipe being the point of beginning. Having an area of 70,807 square feet or 1.623 acres more or less.

Tract III:

Parcel (D)

Beginning at a new iron pipe on the most southeast corner of Tract D, map book 33, page 130, and the northeast margin of U.S. Highway 17, having a variable width right of way, deed book 717, page 7, the following three (3) courses; S 39°56'23" W a distance of 127.45' to an existing D.O.T. right of way marker; Thence with a curve turning to the right with a radius of 2905.89', a chord bearing of S 45°79'41" W, and a chord length of 635.20', to an existing D.O.T. right of way marker; Thence S 59°02'51" W a distance of 133.12' to a new iron pipe; Thence along the western boundary of J.E. Register, deed book 2840, page 25, N 53°38'19" W a distance of 143.12' to a new iron pipe; Thence along the southeastern boundary of North Carolina Wildlife Resources Commission, deed book 277, page 445, the following four (4) courses; S 86°49'19" E a distance of 159.06' to a new iron pipe; N 32°56'41" E a distance of 295.02' to a new iron pipe; N 23°17'41" E a distance of 516.12' to a new iron pipe; N 15°13'23" E a distance of 632.67' to an old iron pipe; Thence along the southern boundary of Richard Yang, deed book 965, page 29, N 64°46'07" E a distance of 90.68' to an old iron pipe; Thence along the northwestern boundary of North Carolina Wildlife Resources Commission, the following four (4) courses: S 27°10'46" E a distance of 429.44' to a new iron pipe; S 03°00'44" W a distance of 272.70' to a new iron pipe; S 03°00'44" W a distance of 284.34' to a new iron pipe; N 56°24'14" E a distance of 188.30' to a new iron pipe being the point of beginning. Having an area of 225,070 square feet or 5.167 acres more or less.

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Douglas C. Medlin, Mayor

Attest: \_\_\_\_\_

Stephanie Edwards Hobbs, Town Clerk



# SURF CITY

NORTH CAROLINA

RESOLUTION No. 2019-04

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION  
RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received on January 3, 2019 by the Surf City Town Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Surf City Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Surf City Town Council of Surf City, North Carolina deems it advisable to proceed in response to this request for annexation; and

NOW, THEREFORE, BE IT RESOLVED, BY THE Town Council of Surf City, North Carolina that:

The Surf City Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Surf City Town Council the result of her investigation.

---

Douglas C. Medlin, Mayor

Attest: \_\_\_\_\_  
Stephanie Edwards Hobbs, Town Clerk

Spiller/Sidbury Hwy 17

**Certificate of Sufficiency**

To the Town Council of Surf City, North Carolina:

I, Stephanie Edwards Hobbs, Town Clerk, do hereby certify that I have investigated the petition of:

**Warren Spiller, Marsha Spiller & Rex Sidbury**

**Hwy 17**

**Pender County Parcel Identification #: 4226-11-4444-0000/4226-00-6544-0000/4225-09-2979-0000**

**7.783 Acres**

as directed by Town Council and found that; as fact that said petition is signed by all owners of real property lying in the area described therein, and in accordance with G.S. 160A-31, as amended.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Surf City, this 8<sup>th</sup> day of January 2019.

(Seal)

\_\_\_\_\_  
Stephanie Edwards Hobbs, Town Clerk



**Municipal Solid Waste & Household Recycling Contract**

**Background:**

On September 1, 2018 the Town of Surf City went out for bid for a Municipal Solid Waste & Household Recycling Contract. On December 12, 2018 at 2:00 pm the sealed bids were opened at 201 Community Center Drive. The bid tabulations from those sealed bids are listed below.

<b>Company</b>	<b>Solid Waste</b>	<b>Recycle Every Week</b>	<b>Recycle Every Other Week</b>	<b>Seasonal Pickup</b>	<b>Roll Back</b>	<b>Bulk Item</b>	<b>Tipp/Disp.</b>
<b>Waste Industries</b>	\$7.44	\$2.29	\$4.48	\$7.19	N/A	N/A	Plus Tipping and Disposal Cost
<b>Pink Trash</b>	\$8.00	\$4.25	\$4.25	\$6.25	\$4.00 per cart	\$1500 quarter	Plus Tipping and Disposal Cost
<b>Pink Trash</b>	\$8.65	\$8.65	\$4.95	\$7.00	\$4.00 per cart	\$1500 quarter	All Tipping & Disposal Cost Included



# SURF CITY

## NORTH CAROLINA RESOLUTION No. 2019-01

### **RESOLUTION ACCEPTING BID FOR SOLID WASTE AND REFUSE SERVICES**

WHEREAS, two competitive bids for a three-year contract for solid waste and refuse for the Town of Surf City were received on December 12, 2018; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Surf City, that they find and declare that the bid for the solid waste and refuse contract, as submitted by the following contractor, is the best bid received:

Bidder: Coastal Ladies Carting Inc. DBA Pink-Trash

BE IT FURTHER RESOLVED that the bid, as above set forth, filed with the Town Clerk in accordance with the terms of the published notice, and attached hereto, be and the same is hereby accepted.

Passed and approved this the 5<sup>th</sup> day of February 2019.

---

Douglas C. Medlin, Mayor

Attest: \_\_\_\_\_  
Stephanie Edwards Hobbs, Town Clerk



**MUNICIPAL SOLID WASTE & RECYCLING COLLECTION  
CONTRACT**

Between

The Town of Surf City

and

Coastal Ladies Carting, Inc. DBA Pink-Trash

April 1,  
2019

**STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW**

**AGREEMENT**

**THIS COLLECTION AND DISPOSAL AGREEMENT**, hereinafter "Contract", is entered into this 1 day of April, 2019 by and between the TOWN OF SURF CITY a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter "Town" and **COASTAL LADIES CARTING, INC. DBA PINK-TRASH**, a corporation with its principal office in Wilmington, North Carolina, organized and existing under the laws of the State of North Carolina, hereinafter "Contractor".

**WITNESSETH:**

WHEREAS, the Town desired to ensure the economical and environmentally sound collection and disposal of residential solid waste, and the collection and marketing of recyclable materials (as defined herein); and,

WHEREAS, the governing authority of the Town has the power to negotiate and enter into service contracts and extensions of contracts for the handling and disposal of such solid waste and recyclable materials.

NOW, THEREFORE, in consideration of these premises, the parties hereby agree.

---

## SECTION

## DEFINITIONS

The following terms shall, for the purpose of these specifications and the contract, have the meaning indicated as follows:

- 1.1 Municipal Solid Waste (MSW) shall mean any solid waste, putrescible animal and plant material resulting from the handling, preparation, processing, consumption of food, including animal and vegetable matter with a minimum amount of liquid necessarily incident there to (garbage) and other non-putrescible waste materials (refuse) resulting from the day to day operation of a service location which may be disposed of in a sanitary landfill. MSW does not include special waste, excluded waste, yard waste, C&D waste, hazardous waste, sludge, mining, agricultural, infectious or medical waste except matter included in any other definition.
- 1.2 Bulky Waste shall mean household furniture, mattresses, bedding, plumbing fixture, ceramics and cardboard.
- 1.3 Construction or Demolition Debris (C&D) shall mean solid waste that is the direct by product of construction, remodeling, repair or demolition operations performed by the resident or owner on buildings or other structures.
- 1.4 Hazardous Waste shall mean all materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, or any other agency pursuant to any Environmental Law and all current and future amendments thereto, and all regulation promulgated there under.
- 1.5 Special Waste shall mean any waste which requires special or exceptional handling or requires approval from Department of Environmental Quality (DEQ) for disposal, including without limitation any materials other than that which is typically found in household, commercial or municipal refuse; industrial waste; medical waste; ashes; sludge; residue from incineration; tires and asbestos. This term excludes nuclear and hazardous waste.
- 1.6 Excluded Waste shall mean any waste excluded by any applicable Environmental Law or Excluded by any of the terms and conditions of any permits, licenses or approvals. This term shall also include such other waste material (excluding solid waste) which poses an unreasonable risk or danger to the operation of safety of the Company or the environment due to the chemical or physical characteristics of such waste.
- 1.7 Septage shall mean solid waste that is a fluid mixture of untreated and partially treated sewage solids, liquids and sludge of human or domestic origin.
- 1.8 Infectious Waste shall mean solid waste capable of producing an infectious disease. The types of waste designated as infectious are: microbiological waste, pathological waste; blood products and sharps.

- 1.9 Sludge shall mean any solid, semi-solid or liquid waste generated from a municipal, commercial, institutional or industrial waste-water treatment plant, water supply treatment plant or air pollution control facility, or any other waste having similar characteristics and effects.
- 1.10 Medical Waste shall mean any solid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include hazardous waste as defined in 40 Code of Federal Regulations 261.4.
- 1.11 Recyclable Materials shall mean aluminum and bi-metal beverage cans; clear, green or brown glass bottles and food jars; plastic containers (as accepted by the MRF); newsprint and inserts; Mixed paper (copy paper, notebook paper, stationary, office & computer paper, junk mail, shoe, soap and cereal boxes); magazines (slick, shiny pages not over 1/4 inch thick) and as may be amended from time to time.
- 1.12 Bagged. Boxed. Bundled shall mean to securely contain in an easily handled package a quantity of material to be collected in a manner to prevent spillage during collection. Each bundle, bag or box must not exceed three (3) feet in length, eighteen (18) inches in diameter or be over fifty (50) pounds in weight.
- 1.15 MSW Cart(s) shall mean and include roll-out containers provided by the Contractor of ninety-five (95) gallon capacity made of plastic or like material on wheels and so constructed that it can be handled (dumped) by the Contractor's equipment used for collection.
- 1.16 Recycle Cart(s) shall mean and include roll-out containers provided by the Contractor of ninety-five (95) gallon capacity made of plastic or like material on wheels and so constructed that it can be handled (dumped) by the Contractor's equipment used for the purpose of storing recyclable materials for collection.
- 1.17 Solid Waste Disposal Facility shall mean and include a depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing or separation centers licensed, permitted, or approved to receive for processing or final disposal of refuse, municipal solid waste, garbage, yard waste or construction and demolition debris.
- 1.18 Material Recycling Facility (MRF) shall mean and include a depository, transfer facility, processing or separation facility licensed, permitted or approved to receive recyclable material.
- 1.18 Service Location shall mean and include a single-family residential dwelling unit authorized by the Town of Surf City to receive service under this contract by utilizing roll out carts.
- 1.19 DEO shall mean the Department of Environmental Quality or any successor department or agency performing the same or similar duties for the State of North Carolina.

- 1.20 Environmental Law shall mean any federal, state, county, or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit, or any agreement imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect.
- 1.21 Public Street shall mean one which is open to and used by the public.
- 1.22 Curbside shall mean that six (6) feet portion of the right of way immediately adjacent to the paved or traveled roadway of a public street and on private roadways set aside for public use and delivery of services.
- 1.23 Yard Waste shall mean vegetative matter resulting from a resident's normal landscaping maintenance of service locations, such as leaves, grass, trimmings, twigs, shrubbery, plant bedding, limbs, etc. at a service location using a roll-out cart.
- 1.24 White Goods shall mean inoperative or discarded refrigerators, ranges, water heaters, freezers, washers, dryers and other similar domestic appliances or parts thereof resulting from the normal maintenance of a service location.

## **Section 2 Collection Services - General**

- 2.1 Contractor will provide special collection to elderly, injured, ill, handicap, or seasonal residents receiving Town provided Residential Curbside Cart (MSW and/or Recycle) Collection Service that are incapable of placing carts curbside. Such residents shall be identified and approved by the Town and a monthly fee will be associated per residence. The Town shall maintain and provide the Contractor with a list of addresses for these qualified residents for special service monthly. Such collection of the MSW and/or Recycle Cart(s) will be from the back door or front door of the residence closest to the street nearest to the residence and passable as detailed in 2.4 below.
- 2.2 The Contractor agrees to provide MSW and Recycle carts for collection services at approved service location and provide routine repairs and maintenance to said carts. In the event a resident report to the Town or Contractor that a cart (MSW or Recycle), is damaged beyond repair due to negligence, is lost, or is stolen, then Town shall reimburse Contractor the actual cost of a replacement cart upon receipt of an invoice from Contractor.
- 2.3 Any spillage caused by the Contractor during collection of materials shall be cleaned up within six hours of report. All materials hauled in the Contractor's equipment shall be contained so that leaking, spilling or blowing is prevented.
- 2.4 Contractor is not required to provide collection to any street that is not safely passable by the Contractor's equipment. Contractor shall notify the Town of the limitations and

impassability of Contractor's equipment on such streets so items for collection can be relocated and placed where practicable for collection; the report shall be made to the Town on the same day of the original collection.

- 2.5 The Town and Contractor shall establish a regular weekly service schedule for all collections. Changes to collection hours and regular service day(s) will be upon the mutual agreement when a reasonable change is necessary to improve efficiencies, adjust for Town growth or due to unforeseen circumstances. Collection services shall not begin before 6:00 AM on the schedule day of collection.
- 2.6 Except as provided in Section 2.1 above, roll out carts for collection service shall be placed curbside on public streets and on private roadways set aside for public use and delivery of services within the Town limits by the residents.
- 2.7 Contractor shall not collect bulky waste, C & D waste, hazardous waste, special waste, excluded waste, septage, infectious waste, sludge, inert debris, land clearing debris, medical waste, yard trash, animal offal, highly flammable substances, liquid waste, explosives, material needing special handling to protect the health of the Contractor's employees, the public or the environment or material prohibited to be disposed of at a solid Waste Disposal Facility. Contractor shall not be obligated to collect MSW and Recyclable Material where such waste is discovered mixed with other waste material. The Contractor shall provide the Town with the address of the identified service location not collected resulting from said discovery.

### **Section 3: Residential Curbside MSW and Recycle Cart Collection Service**

- 3.1 The Contractor will provide a one (1) time per week curbside collection of MSW and Recycle Carts located at approved service locations.
- 3.2 The Contractor will provide a twice (2) a week pickup during the months of May – September, on Friday to all island residents only.
- 3.3 The Contractor shall provide 95 gallon roll out carts for collection of MSW and 95 gallon roll out carts of a different color for collection of recyclable material as directed by the Town to approved service locations. Contractor shall provide and collect multiple MSW and/or Recycle roll out carts from a service location upon approval of the Town.
- 3.4 MSW and recyclable material for collection shall be placed in a Contractor provided cart. Loose items will be collected when placed in a MSW or Recycle cart. Spillage resulting from material not contained in a cart shall not be the responsibility of the Contractor. The Town will require service locations served by carts with an overflow of MSW or recyclable material to obtain additional Contractor provided MSW and/or Recycle Cart(s) for collection.

### **Section 5: Insurance and Indemnity**

- 5.1 Insurance: The Contractor shall at all times during the term of this Contract and any renewals thereof, maintain in full force and effect Workers' Compensation, Employers' Liability,

Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish the Town certificates of other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain a provision that the policies will not be canceled without providing the Town at least thirty days (30) written notice. The Town shall be listed as an additional insured.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability Bodily Injury Property Damage	\$500,000 each occurrence \$100,000 aggregate
Automobile Liability Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$5,000,000 each occurrence

- 5.2 Indemnification: The Contractor will indemnify and save harmless the Town, its officers, council persons, agents, servants, and employees from and against any and all suites, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and provided, however, that the Contractor will not be liable for any suites, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract for a willful or negligent act or omission of the Town, its officers, council persons, agents, servants, and employees.

## **Section 6: Contractor's Personnel and Equipment**

- 6.1 The Contractor agrees that all employees will be required to wear uniforms that display the name of the Contractor. Each employee will carry a valid North Carolina operator's license for the type of vehicle he/she is required to operate. The Contractor will provide operation and safety training of all operational personnel.
- 6.2 The Contractor will assign a qualified person to be in charge of the operations contracted for and agrees that the information regarding experience will be furnished to the Town upon request. The wages for all the Contractor's employees will equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, national origin or disability. The Contractor's

personnel will not use alcohol or unlawful drugs while providing service under the Contract.

- 6.3 The Town shall have no responsibility or liability whatsoever for acts or omissions of the Contractor's personnel nor for the selection, hiring, disciplining, or firing of the Contractor's personnel.
- 6.4 Contractor agrees that its collection trucks and equipment will be properly maintained at all times and will have additional or auxiliary equipment in case of mechanical malfunction.

#### **Section 7: Disposal and Processing of Material Collected**

- 7.1 MSW collected shall be accepted by and unloaded at the Onslow County Landfill located at 415 Meadowview Rd, Jacksonville, NC and the Pender County Landfill located at 250 Transfer Station Rd, Hampstead, NC.
- 7.2 Recyclable materials collected shall be unloaded at either the Sonoco MRF located at 415 Meadowview Rd, Jacksonville, NC.
- 7.3 Charges (tipping fees and/or processing fees) for materials collected under this Contract will be billed to the Contractor and responsibility of the contractor.

#### **Section 8: Contract Term and Performance**

- 8.1 The term of the Contract shall be for a period of three (3) years beginning April 1, 2019 and ending June 30, 2022. Upon agreement of both parties to extending the Contract, the Town hereto may extend this Contract for an additional two (2) three (3) year terms unless prohibited by North Carolina General Statutes of modifications thereto during the term of the original or subsequent agreements. The terms of each three (3) year renewal, if elected, will be negotiated between the Town and the Contractor 120 days prior to the expiration of the then current term.
- 8.2 If either party breaches the Contract or defaults in the performance of any of the covenants or conditions contained within the Contract for fifteen (15) consecutive days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the breaching or defaulting will have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may; (1) terminate the Contract as of any date which the said other party may select provided said date is at least ten (10) days after the fifteen (15) days in which to cure or commence curing; (2) cure the breach or default at the expense of the breaching or defaulting party; and/or (3) have recourse to any other right or remedy to which it may be entitled by law, including but not limited to the right for all damages or loss suffered as a result of unjustified termination. In the event either party waives default by the other party, such waiver will not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

## Section 9: Rates

- 9.1 The Contractor will provide Residential Curbside Roll Out Cart Collection at the rates of \$8.65 per cart per month per month and \$7.00 per cart for seasonal second pickup for each MSW Cart and \$8.65 per cart per month for each Recycle Cart. Additional MSW rollout carts at a rate of \$6.65 for each cart per month and \$5.00 for seasonal; recycle rollout carts at a rate of \$6.65 cart for each per month. These rates include disposal cost for all collected materials.
- 9.2 The Contractor will provide pickup/walkup service per Section 2.1 at a monthly rate of \$4.00 per rollout cart per month.
- 9.3 The Contractor will provide quarterly bulk item pickup on a scheduled day at a rate of \$1,500.00 per quarter plus landfill rate disposal charges to be scheduled quarterly.
- 9.4 It is understood and agreed that the minimum number of each type of cart shall be 4,000 MSW carts and 3,500 Recycle carts. Rates for additional MSW and/or Recycle carts, at Town approved service locations, serviced as specified within Section 3, shall be billed at the rates set forth in this Section. Periodically, the Town and Contractor will perform an audit of service locations and carts at service locations within the Town.
- 9.5 The Contractor will be responsible for all commercial accounts and billing, as billed per Appendix A (attached).

## Section 10: Billing

- 10.1 The Contractor will bill the Town for services within ten (10) days following the end of the month. The Town will pay the amount billed by the twenty-fifth (25th) day of the month. The Town shall notify the Contractor in writing of carts that have been delivered or removed from service locations as a result of new construction, annexation, request for service and/or additional cart(s), demolition or redevelopment by the last working day of each month. Such changes shall increase or decrease the number of carts used in calculating the monthly compensation above the number of carts set forth in Section 9.4.

## Section 11: Adjustment of Rates

- 11.1 Excluding subsequent rate modifications for other reasons defined in this and other Sections, the Town agrees to consider an adjustment in the fee structure every three calendar years. The Contractor must notify the town sixty days prior to the fiscal year end (April 1<sup>st</sup>) to reflect unusual changes in the cost of doing business, such as revised laws, ordinances regulations, changes in fuel cost, and changes in the location of disposal sites. Such requests shall not exceed 3 percent per year and shall be made in writing to the Town Manager no later than April 1<sup>st</sup>.
- 11.2 The Town and Contractor recognize the normal volume of solid waste to be collected by the Contractor changes temporarily as a result of a natural disaster or other acts of nature such as flooding or hurricanes and may require extra service and work outside of the contract's normal working hours. The Town and Contractor agree to immediately negotiate changes to compensation for the Contractor to collect the changed volume of solid waste and/or work outside of the normal service days and/or working hours associated with such an event.



## Section 12: Holidays

The Collection services shall be performed year-round, excluding pre-determined holidays and/or closures observed by the Solid Waste Disposal Facility or MRF, including the days listed below:

New Year's Day

Christmas Day  
Independence Day

To compensate for the holidays and/or closures should the Contractor not be able to provide collection services, the collection schedule for the Town will be adjusted, depending on what day of the week the holiday and/or closure occurs, so that each service location receives at least a weekly collection of MSW and every week collection of recyclable material. Services will return to the normal work schedules the following week. The Contractor will give the Town at least fourteen (14) day notice of the revised collection schedule.

### Section 13: Complaints and Service Request

- 13.1 Complaints resulting from the Contractors failure to provide collection service will be resolved no later than the next regularly scheduled collection day. In cases where such request cannot be completed by the next scheduled collection day for a service location, the Contractor shall notify the Town the disposition of the request so that it can be completed.
- 13.2 Notification of complaints for residential and/or service requests shall be by the Town to the Contractor either by e-mail or fax between the hours of 8:00 AM and 5:00 PM each working day (Monday through Friday). The Town may require the contractor to make a personal supervisory contact to a service location to resolve a service complaint.
- 13.3 Notification of complaints for commercial and/or service request shall be made to the Contractor either by e-mail, fax or phone between the hours of 8:00 AM and 5:00 PM each working day (Monday through Friday).

### Section 14: Notices

All notices or other communications to be given hereunder will be in writing and will be deemed given when mailed postage prepaid by certified or registered mail, return receipt requested, through the United States Postal Service addressed to the Town, or addressed to the Contractor at the addresses given following their respective executions of this Contract. Changes of address by either party will be by notice given to the other in the same manner as above specified.

### Section 15: Compliance with Laws

The Contractor will conduct operations under the Contract in compliance with all applicable laws, rules, ordinances and permits. All equipment utilized will comply with all axle weight restrictions. Any change in governmental regulations that impacts the cost of performing services under this contract shall constitute sufficient cause to re-negotiate the rates being charged.

#### Section 16: E-Verify

The Contractor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if contractor utilizes any subcontractor(s), Contractor shall require such subcontractors to comply with the requirements of NCGS Chapter 64, Article 2.

#### Section 17: Licenses and Taxes

The Contractor will obtain all licenses and permits (other than the license and permit granted by the Contract).

#### Section 18: Force Majeure

18. 1 In the event the Contractor or the Town is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of their obligations under this Contract, then, in addition to the other remedies provided in this Contract, the obligations of the Contractor or the Town may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that the Contractor or the Town intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, the Contractor or the Town shall notify the other party to this Contract as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.
18. 2 For purposes of this Contract, "Force Majeure" means any act, event or condition that is beyond the reasonable control of the Contractor or the Town, including, without limitation: (i) an act of God or similar occurrence; (ii) substantial interference by third parties which significantly inhibits or prevents any Solid Waste, transfer or disposal operations or any other duties of the Contractor or the Town hereunder; (iii) an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (iv) a strike, work slowdown, or similar industrial or labor action; (v) any order or judgment or other act of any federal, state, county, or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Contract to less than the term as set forth in Section 1 of this Contract or which stays, invalidates, or otherwise inhibits the performance of the parties hereunder; (vi) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required by the parties to perform hereunder which does not result from any negligent or willful act or omission of the Contractor or the Town; (vii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, Town or local law, rule, permit, regulation or ordinance after the effective date hereof, applicable to the Town, the Contractor or the parties' subcontractors, significantly adversely affecting the parties' obligations hereunder; (viii) the institution of a legal or administrative action, or similar proceeding, by any person, firm, corporation, agency or other entity which delays or prevents any material

aspect of performance of the parties hereunder; or (ix) either party is for any reason (other than any reason resulting from their own negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Contract, as may be from time to time adjusted.

#### Section 19: Grant or Right

During the term of this Contract and during any authorized extension or renewal, the Contractor will be the only person(s) or organization(s) authorized by the Town to provide residential solid waste, recycling and commercial collection services within the corporate limits of the Town and paid for by the Town. Other than operation of law, no assignment of the Contract or any right accruing under the Contract will be made in whole or in part by the Contractor without express written consent of the Town, which consent will not be unreasonably withheld. In the event to an assignment, the assignee will assume the liability of the Contractor.

#### Section 20: Modifications to Ownership

Title to waste collected by the Contractor under the terms of this Contract shall remain with the generator and shall not pass to the Contractor. Title to recyclable material shall pass to the Contractor upon Contractor's collection of said materials and financial amounts recovered from the sale of this material shall remain with the Contractor.

#### Section 21: Law Controlling.

The laws of the State of North Carolina shall control and govern this contract.

#### Section 22: Dispute Resolution.

Any claims, disputes or other controversies arising out of, and between parties to this Agreement which may ensue shall be subject to and decided by the appropriate general court of justice of Onslow County, North Carolina.

#### Section 23: Modifications to Contract

This Contract will be modified, amended or changed only in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, this Contract has been signed in triplicate and sealed by the respective parties hereto.

**TOWN OF SURF CITY**

By:\_\_\_\_\_

Title:

Attest:

By:\_\_\_\_\_

**COASTAL LADIES CARTING, INC. DBA PINK-TRASH**

By:\_\_\_\_\_

Attest:\_\_\_\_\_

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

Governmental Unit Finance Officer

Date:\_\_\_\_\_  
(Preaudit Certificate must be dated.)



**Town of Surf City**

## **ORDINANCE NO. 2019-01**

### **AN ORDINANCE AMENDING SECTION 5.18 UNBUILDABLE OCEANFRONT LOTS**

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SURF CITY, NORTH CAROLINA, THAT:

SECTION I. The Code of Ordinances, Section 5.18 is hereby amended to read as follows:

#### **5.18 Unbuildable Oceanfront Lots**

**5.18.1 Compliance.** Decks and crossovers shall be permitted provided that they meet all state, federal and the following local requirements:

**5.18.2 Permit required.** A deck or crossover shall not be permitted until a zoning permit and building permit have been approved.

**5.18.3 Size.** All decks and crossovers are limited to a single level. Decks are limited to 500 square feet, with a maximum of 200 sq. foot being covered.

**5.18.4 Parking.** A 24 foot wide access driveway may be constructed for the owner's access to the deck or crosswalk.

**5.18.5 Uses.** Property may not be used for construction of pools, overnight stays, RV hook-ups, or any commercial uses.

**5.18.6 Addressing.** Addresses shall be posted on the street side and the Oceanside of any deck structure.

**5.18.7 Lighting.** All lighting shall be located on the interior rails of the decking or under a roof structure. No lighting shall shine directly onto the beachfront.

#### **Defined:**

**Unbuildable Oceanfront Lot:** Any lot that does not allow for the construction of a single-family home under the CAMA regulations.

SECTION II. WAIVER CLAUSE. The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of Town Council.

SECTION III. CODIFICATION. The provisions of Section I of this Ordinance shall be published as appropriate in the Surf City Code of Ordinances as soon as practicable.

SECTION IV. SEVERABILITY CLAUSE. If any section, part of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then it is expressly provided and it is the intention of the Town Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the Town Council of Surf City, North Carolina, at which a quorum was present, and which was held on the 5th day of February 2019

Adopted the 5th day of February 2019.

TOWN OF SURF CITY

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Douglas C. Medlin, Mayor

ATTEST:

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Stephanie Edwards Hobbs, Town Clerk

APPROVED AS TO FORM:

Lanier, Fountain, & Ceruzzi - Attorneys at Law

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Charles S. Lanier, Town Attorney